

Retirement Living

Level 25, 133 Castlereagh Street
SYDNEY 2000

T 02 9035 2986
F 02 8988 2986

www.stockland.com.au



PO Box 998
SYDNEY 2000

16 October 2012

Director General
Department of Planning and Infrastructure
GPO Box 39
Sydney NSW 2001

Dear Sir and/or Madam,

**Re: Owners Consent
Cardinal Freeman Village
137 Victoria Street, 4-10 Clissold Street and 102-102A Queen Street,
Ashfield
Lot 101 in DP702245; Lot 4 in DP 717062; Lot 6 and 7 in DP 717644; and
Lot 1 in DP 1126717.**

As owners of the above land, we hereby give consent to the lodgement of Section 75 Modification Applications for:-

- MP 08_0245 – Cardinal Freeman Village Concept Plan Application; and
- MP 08_0260 – Cardinal Freeman Village Redevelopment Project Application

Yours Faithfully,

A handwritten signature in black ink, appearing to read "K Miller", written over a horizontal line.

Kelly Miller
Regional Development Manager

Executed by Aevum Limited (ACN 087 648 691)
by the party's attorney pursuant to power of
attorney registered Book ~~4624~~ No. ~~97~~ power
of attorney has been received, in the presence of:

CALUM ROSS
A handwritten signature in black ink, appearing to read "Calum Ross", written below the printed name.



Dated 16 NOVEMBER 2011

Power of Attorney

The principal/s specified in the First Schedule (Principal)

The person/s specified in the Second Schedule (Attorneys)

Stockland

Level 25
133 Castlereagh Street
Sydney NSW 2000
Tel: 02 9035 2000
Fax: 02 8988 2000
DX 121 Sydney
www.stockland.com.au

POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY the corporation described in the First Schedule (the "**Grantor**") appoints each of the person/s (jointly and severally) described in the Second Schedule (each an "**Attorney**") as the Grantor's Attorney to do any one or more of the following on behalf of the Grantor in the name of that Attorney or in the name of the Grantor:

- (a) to execute under hand and (if appropriate) deliver (conditionally or unconditionally), or otherwise effect the entry by the Grantor into, any of the documents, applications or other agreements described in Item 3 of the Third Schedule (each a "**Document**") in the place or places described in the Fourth Schedule;
- (b) to complete any blanks which may be left in a Document;
- (c) to make any amendments or additions to a Document as the Attorney may approve (evidenced conclusively by the Attorney's execution or entry into by other means of the Document);
- (d) to do anything which, in the opinion of the Attorney (evidenced conclusively by the performance of that thing by the Attorney):
 - (i) ought to be done to perfect any Document or bring it into effect; or
 - (ii) is contemplated by, incidental to or necessary or desirable in connection with, any Document,including, without limitation, the signing of any notice or ancillary instrument; and
- (e) to execute under hand and (if appropriate) deliver (conditionally or unconditionally), or otherwise effect the entry by the Grantor into, any document or other agreement supplemental to or varying a Document.

AND THE GRANTOR DECLARES THAT:

1. The rights and powers given to an Attorney under this Power of Attorney remain in full force and effect until revoked by written notice from the Grantor to that Attorney.
2. The Grantor ratifies and confirms whatever an Attorney does under this Power of Attorney.
3. The Grantor indemnifies each Attorney against all claims, damages, losses and expenses suffered or incurred as a result of anything done under this Power of Attorney.
4. Upon execution of this Power of Attorney, the Grantor shall stamp and register it as required by any applicable law. If the Grantor fails to do so, it authorises each Attorney or party to a Document where necessary (each an "**Other Person**") to do so on its behalf. The Grantor shall pay all reasonable costs associated with the stamping and registration of this Power of Attorney within a reasonable time after payment is demanded by the relevant Other Person.



First Schedule

Principal

Name	ACN
Aevum Limited	087 648 691
ARC Joint Ventures Pty Limited	120 292 266
Bellevue Gardens Pty Limited	060 161 677
Blue Valley Enterprises Pty Limited	065 901 411
Castleridge Pty Limited	002 753 326
Golden Ponds Forster Pty Limited	050 047 188
Hibernian Investment Company Pty Limited	112 451 180
IOR Group Pty Limited	124 030 253
Lincoln Gardens Pty Limited	113 916 395
Macquarie Grove Management Pty Limited	117 505 898
Maybrook Manor Pty Limited	000 463 463
Queenslake Village Pty Limited	059 663 106
Stockland Property Services Pty Limited	068 408 051
Waratah Highlands Management Pty Limited	117 505 889
Willows Retirement Village Services Pty Limited	107 397 857

Second Schedule

Attorneys

1. Renee Elizabeth Brown, James Robert Cramond, Luke Joseph Rogan, Julie Frances Jackson, Mark Kenneth Zoller, Kelly Sue Miller, Scott Cameron Waldron, Louisa Dawson, Wayne Jeffrey Wright, Marcus James Thompson.
2. Persons from time to time holding the positions of:
 - Senior Finance Manager, Finance, Retirement Living;
 - Regional Manager, Operations, Retirement Living;
 - National Sales Manager, Sales, Retirement Living;
 - Regional Manager, Development, Retirement Living;
 - Regional Development Manager, Retirement Living;
 - Commercial Manager, Finance, Retirement Living;
 - Contracts Manager and Legal Counsel, Retirement Living; and
 - Financial Controller, Finance, Retirement Living.

Third Schedule

DOCUMENTS OR AGREEMENTS

- Leases, loan deeds, transfers, releases, consents, mortgages, discharges, applications, surrenders, variations, contracts, agreements, deeds, assignments, letters, novations, directions, notices, options, certificates, instruments and all other documents and instruments relating to, or incidental to, transactions involving, and operations of, retirement living assets for a total value of no greater than \$5 million (GST exclusive).
- Contracts for sale of land and rescissions or variations of such contracts, transfers and any other document or instrument in relation to the sale of any real property for a total value of no greater than \$5 million (GST exclusive).
- Any deeds, agreements, contracts, assignments, letters, novations, directions, notices, options, certificates, instruments and other documents, necessary or incidental to the sale of any real property (excluding confidentiality or exclusivity agreements).
- Contracts for the sale and/or purchase of other assets not being real property up to a total value of \$1 million (GST exclusive).
- Any works contracts, construction contracts, consultancy agreements, civil contracts, development works contracts or any other document necessary or incidental to effect development works relating to real property for a total value of no greater than \$5 million (GST exclusive).
- Applications and/or consents to any statutory or other authorities and/or approvals in relation to the development of any real property, including without limitation planning and zoning applications, development and building applications, and applications to utilities.
- Any agreement, deed, consent or application in connection with or relating to:
 - i) the development of land or any building;
 - ii) any change of use, alteration or upgrade to the building or a tenancy or the utilities of a building or tenancy; and
 - iii) sustainability monitoring or NABER's ratings including completion of any applications or reports required by statutory or regulatory authorities.
- Easements, surrenders of easements, variation of easements, survey plans, plans of subdivision, caveats; withdrawal or cancellation of caveats, requests for the issue of instruments, general requests, consolidation of title applications, applications for title, associated statutory declarations, stamp duty declarations in respect of land in relation to any real property.
- Notices of objections to proposed developments which may affect the real property of the Grantor or income derived therefrom, to valuations of any property and to assessments of rates and taxes.

- Any other documents which the Attorney may deem necessary, advisable or incidental in connection with any of the abovementioned documents.



Fourth Schedule

PLACE IN WHICH DOCUMENTS OR AGREEMENTS ARE TO BE EXECUTED OR OTHERWISE ENTERED INTO

New South Wales



Executed as a deed.

Signed sealed and delivered on behalf of
Aevum Limited ACN 087 648 691 by:



Secretary/Director

PHILLIP ALLAN HEPBURN

Print name



Director

David Leslie Pitman

Print name

Signed sealed and delivered on behalf of
ARC Joint Ventures Pty Limited ACN 120 292 266 by:



Secretary/Director

PHILLIP ALLAN HEPBURN

Print name



Director

David Leslie Pitman

Print name

Signed sealed and delivered on behalf of
Bellevue Gardens Pty Limited ACN 060 161 677 by:



Secretary/Director

PHILLIP ALLAN HEPBURN

Print name



Director

David Leslie Pitman

Print name

Signed sealed and delivered on behalf of
Blue Valley Enterprises Pty Limited ACN 065 901 411 by:



Secretary/Director

PHILLIP ALLAN HEPBURN

Print name




Director

David Leslie Pitman

Print name




Signed sealed and delivered on behalf of
Castleridge Pty Limited ACN 002 753 326
by:


Secretary/Director


PHILLIP ALLAN HEPBURN
Print name

Signed sealed and delivered on behalf of
Golden Ponds Forster Pty Limited ACN
050 047 188 by:


Secretary/Director


PHILLIP ALLAN HEPBURN
Print name

Signed sealed and delivered on behalf of
Hibernian Investment Company Pty
Limited ACN 112 451 180 by:


Secretary/Director

PHILLIP ALLAN HEPBURN
Print name

Signed sealed and delivered on behalf of
IOR Group Pty Limited ACN 124 030 253
by:


Secretary/Director

PHILLIP ALLAN HEPBURN
Print name


Director
David Leslie Pitman

Print name


Director
David Leslie Pitman

Print name


Director
David Leslie Pitman

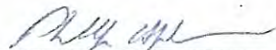
Print name


Director
David Leslie Pitman

Print name




**Signed sealed and delivered on behalf of
Lincoln Gardens Pty Limited ACN 113 916
395 by:**



Secretary/Director

PHILLIP ALLAN HEPBURN

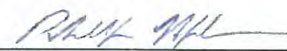
Print name



Director
David Leslie Pitman

Print name


**Signed sealed and delivered on behalf of
Macquarie Grove Management Pty Limited
ACN 117 505 898 by:**



Secretary/Director

PHILLIP ALLAN HEPBURN


Print name



Director
David Leslie Pitman

Print name

**Signed sealed and delivered on behalf of
Maybrook Manor Pty Limited ACN 000 463
463 by:**



Secretary/Director

PHILLIP ALLAN HEPBURN

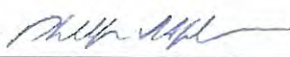
Print name



Director
David Leslie Pitman

Print name


**Signed sealed and delivered on behalf of
Queenslake Village Pty Limited ACN 059
663 106 by:**



Secretary/Director

PHILLIP ALLAN HEPBURN

Print name




Director
David Leslie Pitman

Print name




Signed sealed and delivered on behalf of
Stockland Property Services Pty Limited
ACN 068 408 051 by:



Secretary/Director

PHILLIP ALLAN HEPBURN

Print name



Director
David Leslie Pitman

Print name

Signed sealed and delivered on behalf of
Waratah Highlands Management Pty
Limited ACN 117 505 889 by:



Secretary/Director

PHILLIP ALLAN HEPBURN

Print name



Director
David Leslie Pitman

Print name

Signed sealed and delivered on behalf of
Willows Retirement Village Services Pty
Limited ACN 107 397 857 by:



Secretary/Director

PHILLIP ALLAN HEPBURN

Print name



Director
David Leslie Pitman

Print name

REGISTERED
24/11/2011
BK 4624 NO 97



